

1 Charles C. Weller (CA SBN 207034)  
2 legal@cweller.com  
CHARLES C. WELLER, APC  
11412 Corley Court  
3 San Diego, CA 92126  
Telephone: 858.414.7465  
4 Facsimile: 858.300.5137

5 Attorneys for Plaintiff  
6 JANET GAMBINO

7 KILPATRICK TOWNSEND & STOCKTON LLP  
8 Nancy L. Stagg (CA SBN 157034)  
nstagg@ktslaw.com  
9 X. DIEGO WU MIN (CA SBN 317488)  
dwu@ktslaw.com  
Telephone: 858.350.6156  
10 Facsimile: 858.350.6111

11 Attorneys for Defendant  
12 OLE MEXICAN FOODS, INC.

13 **UNITED STATES DISTRICT COURT**  
14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 JANET GAMBINO, *individually and on*  
17 *behalf of all those similarly situated,*

18 Plaintiff,  
v.  
19 OLÉ MEXICAN FOODS, INC., *a*  
*Georgia Corporation,*  
20 Defendant.

Case No. 5:25-CV-00497 FMO DTB

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER  
GOVERNING PRE-TRIAL  
HANDLING OF DISCOVERY**

**CLASS ACTION**

**DISCOVERY MATTER**

Complaint Filed: February 25, 2025

24 **INTRODUCTION**

25 **A. Purposes and Limitations**

26 Discovery in this action is likely to involve production of confidential,  
27 proprietary, or private information for which special protection from public  
28 disclosure and from use for any purpose other than prosecuting this litigation may

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
2 enter the following Stipulated Protective Order. The parties acknowledge that this  
3 Order does not confer blanket protections on all disclosures or responses to  
4 discovery and that the protection it affords from public disclosure and use extends  
5 only to the limited information or items that are entitled to confidential treatment  
6 under the applicable legal principles. The parties further acknowledge, as set forth  
7 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
8 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
9 procedures that must be followed and the standards that will be applied when a party  
10 seeks permission from the Court to file material under seal.

11 **B. Good Cause Statement**

12 This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and  
15 from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 confidential business practices, or other confidential research, development, or  
19 commercial information (including information implicating privacy rights of third  
20 parties), information otherwise generally unavailable to the public, or which may be  
21 privileged or otherwise protected from disclosure under state or federal statutes,  
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23 information, to facilitate the prompt resolution of disputes over confidentiality of  
24 discovery materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling  
27 at the end of the litigation, and serve the ends of justice, a protective order for such  
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5 **2. DEFINITIONS**

6       **2.1 Action**: this pending lawsuit, entitled *Janet Gambino v. Olé Mexican*  
7 *Foods Inc.*, 5:25-CV-00497 FMO DTB.

8       **2.2 Challenging Party**: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10       **2.3 “CONFIDENTIAL” Information or Items**: information (regardless  
11 of how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14       **2.4 Counsel**: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16       **2.5 Designating Party**: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19       **2.6 Disclosure or Discovery Material**: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced or  
22 generated in disclosures or responses to discovery in this matter.

23       **2.7 Expert**: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action.

26       **2.8 House Counsel**: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           **2.9 Non-Party**: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           **2.10 Outside Counsel of Record**: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action and  
5 have appeared in this Action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party, and includes support staff.

7           **2.11 Party**: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10           **2.12 Producing Party**: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12           **2.13 Professional Vendors**: persons or entities that provide litigation  
13 support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16           **2.14 Protected Material**: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18           **2.15 Receiving Party**: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20           **3. SCOPE**

21           The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material.  
26 However, the protections conferred by this Stipulated Protective Order do not cover  
27 the following information: (a) any information that is in the public domain at the  
28 time of disclosure to a Receiving Party or becomes part of the public domain after

1 its disclosure to a Receiving Party as a result of publication not involving a violation  
2 of this Order, including becoming part of the public record through trial or  
3 otherwise; and (b) any information known to the Receiving Party prior to the  
4 disclosure or obtained by the Receiving Party after the disclosure from a source who  
5 obtained the information lawfully and under no obligation of confidentiality to the  
6 Designating Party. Any use of Protected Material at trial shall be governed by the  
7 orders of the trial judge. This Order does not govern the use of Protected Material at  
8 trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of: (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for**  
20 **Protection.** Each Party or Non-Party that designates information or items for  
21 protection under this Order must take care to limit any such designation to specific  
22 material that qualifies under the appropriate standards. The Designating Party must  
23 designate for protection only those parts of material, documents, items, or oral or  
24 written communications that qualify so that other portions of the material,  
25 documents, items, or communications for which protection is not warranted are not  
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 **5.2 Manner and Timing of Designations.** Except as otherwise provided  
8 in this Order (see, e.g., section 5.2(a) below), or as otherwise stipulated or ordered,  
9 Disclosure or Discovery Material that qualifies for protection under this Order must  
10 be clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
16 contains protected material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate markings in the margins).

19 (b) a Party or Non-Party that makes original documents available for  
20 inspection need not designate them for protection until after the inspecting Party has  
21 indicated which documents it would like copied and produced. During the inspection  
22 and before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
24 it wants copied and produced, the Producing Party must determine which documents,  
25 or portions thereof, qualify for protection under this Order. Then, before producing  
26 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
27 legend" to each page that contains Protected Material. If only a portion or portions of  
28 the material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (c) for testimony given in deposition or in other pretrial or trial  
4 proceedings, that the Designating Party identify the Disclosure or Discovery  
5 Material on the record, before the close of the deposition, hearing, or other  
6 proceeding. When it is impractical to identify separately each portion of testimony  
7 that is entitled to protection and it appears that substantial portions of the testimony  
8 may qualify for protection, the Designating Party may invoke on the record (before  
9 the deposition, hearing, or other proceeding is concluded) a right to have up to 21  
10 days after receipt of the final transcript to identify the specific portions of the  
11 testimony as to which protection is sought. Only those portions of the testimony  
12 that are appropriately designated for protection within the 21 days shall be covered  
13 by the provisions of this Stipulated Protective Order. Alternatively, a Designating  
14 Party may specify, at the deposition or up to 21 days afterwards if that period is  
15 properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL”.

16 Transcripts containing Protected Material shall have an obvious legend  
17 on the title page that the transcript contains Protected Material, and the title page  
18 shall be followed by a list of all pages (including line numbers as appropriate) that  
19 have been designated as Protected. The Designating Party shall inform the court  
20 reporter of these requirements. If the 21-day period described above is invoked, the  
21 deposition transcript as to which the 21-day period applies shall be treated as  
22 “CONFIDENTIAL” until the 21-day period runs. After the expiration of that  
23 period, the transcript shall be treated only as actually designated.

24 (d) for information produced in some form other than documentary  
25 and for any other tangible items, that the Producing Party affix in a prominent place  
26 on the exterior of the container or containers in which the information is stored the  
27 legend “CONFIDENTIAL.” If only a portion or portions of the information  
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1 warrants protection, the Producing Party, to the extent practicable, shall identify the  
2 protected portion(s).

3       **5.3    Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive  
5 the Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9       **6.      CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10       **6.1    Timing of Challenges.** Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order. The burden of persuasion in any such challenge proceeding shall  
13 be on the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
15 parties) may expose the Challenging Party to sanctions. Unless the Designating  
16 Party has waived or withdrawn the confidentiality designation, all parties shall  
17 continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party's designation until the Court rules on the  
19 challenge.

20       **7.      ACCESS TO AND USE OF PROTECTED MATERIAL**

21       **7.1    Basic Principles.** A Receiving Party may use Protected Material that  
22 is disclosed or produced by another Party or by a Non-Party in connection with this  
23 Action only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION).

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1           Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4           **7.2    Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8                   (a)    the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11                  (b)    the named Plaintiff who has signed the “Acknowledgment and  
12 Agreement to Be Bound” (Exhibit A);

13                  (c)    the officers, directors, and employees (including House Counsel)  
14 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

15                  (d)    Experts (as defined in this Order) of the Receiving Party to  
16 whom disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18                  (e)    the Court and its personnel;

19                  (f)    court reporters and their staff;

20                  (g)    professional jury or trial consultants, mock jurors, and  
21 Professional Vendors to whom disclosure is reasonably necessary for this Action  
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
23 A);

24                  (h)    the author or recipient of a document containing the information  
25 or a custodian or other person who otherwise possessed or knew the information;

26                  (i)    during their depositions, witnesses, and attorneys for witnesses,  
27 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
28 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)

1 they will not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
3 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material may  
5 be separately bound by the court reporter and may not be disclosed to anyone except  
6 as permitted under this Stipulated Protective Order;

7 (j) any mediator or settlement officer, and their supporting  
8 personnel, mutually agreed upon by any of the parties engaged in settlement  
9 discussions; and

10 (k) Professional Vendors who have signed the “Acknowledgment  
11 and Agreement to Be Bound” (Exhibit A).

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
13 PRODUCED IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation  
15 that compels disclosure of any information or items designated in this Action as  
16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such  
18 notification shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or  
20 order to issue in the other litigation that some or all of the material covered by the  
21 subpoena or order is subject to this Protective Order. Such notification shall include  
22 a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be  
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
9 produced by Non-Parties in connection with this litigation is protected by the  
10 remedies and relief provided by this Order. Nothing in these provisions should be  
11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-  
17 Party that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this Court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the Court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this Court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
14 PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
19 procedure may be established in an e-discovery order that provides for production  
20 without prior privilege review. The production of privileged or attorney work  
21 product protected documents, including electronically stored information (ESI),  
22 whether inadvertent or otherwise, is not a waiver of the privilege or protection from  
23 discovery in this case or in any other federal or state proceeding. This Order shall  
24 be interpreted to provide the maximum protection allowed by Federal Rule of  
25 Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a  
26 party’s right to conduct a review of documents, ESI or other information (including  
27 metadata) for relevance, responsiveness and/or segregation of privileged and/or  
28 protected information before production.

1 **12. MISCELLANEOUS**

2 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of  
3 any person to seek its modification by the Court in the future.

4 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
11 may only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the Court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the Court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in paragraph 4, within 60  
17 days of a written request by the Designating Party, each Receiving Party must return  
18 all Protected Material to the Producing Party or destroy such material. As used in  
19 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
20 summaries, and any other format reproducing or capturing any of the Protected  
21 Material. Whether the Protected Material is returned or destroyed, the Receiving  
22 Party must submit a written certification to the Producing Party (and, if not the same  
23 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
24 (by category, where appropriate) all the Protected Material that was returned or  
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
26 abstracts, compilations, summaries or any other format reproducing or capturing any  
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

6 Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions.

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10  
11 DATED: June 12, 2025

Respectfully submitted,

12 CHARLES C. WELLER, APC

13  
14 By: /s/ Charles C. Weller  
15 CHARLES C. WELLER

16 Attorneys for Plaintiff Janet Gambino

17  
18 DATED: June 12, 2025

Respectfully submitted,

19 KILPATRICK TOWNSEND  
20 & STOCKTON LLP

21 By: /s/ Nancy L. Stagg  
22 NANCY L. STAGG

23 Attorneys for Defendant Olé Mexican Foods,  
24 Inc.

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1 **FILER'S ATTESTATION PER CIVIL L.R. 5-4.3.4(a)(2)(i)**  
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3 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), I attest that the undersigned has  
4 obtained the consent of the other signatory to this document to electronically sign  
and file this document.

5 Dated: June 12, 2025

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7 KILPATRICK TOWNSEND  
8 & STOCKTON LLP

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10 By: /s/ Nancy L. Stagg \_\_\_\_\_  
11 Nancy L. Stagg

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13 Attorneys for Defendant  
14 Olé Mexican Foods, Inc.

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 in the case of *Janet Gambino v. Olé Mexican Foods Inc.*, 5:25-CV-00497 FMO  
8 DTB. I agree to comply with and to be bound by all the terms of this Stipulated  
9 Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly  
11 promise that I will not disclose in any manner any information or item that is subject  
12 to this Stipulated Protective Order to any person or entity except in strict compliance  
13 with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_

28

## ORDER

**FOR GOOD CAUSE APPEARING**, the Stipulated Protective Order agreed to and submitted by the Parties is so ordered.

## IT IS SO ORDERED.

DATED: June 16, 2025

David T. Bistline

**United States Magistrate Judge**